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February 19, 2010

The Honorable Jocelyn Boyd
Interim Chief Clerk of the Commission
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: dPi Teleconnect, L. L. C. v. BellSouth Telecommunications, Inc. d/b/a
AT&T South Carolina
Docket No. 2008-160-C

Dear Ms. Boyd:

Enclosed for filing is AT&T South Carolina's Surrebuttal Testimony of P.L. (Scot) Ferguson in the above-referenced matter.

By copy of this letter, I am serving all parties of record with a copy of this pleading as indicated on the attached Certificate of Service.

Sincerely,

A handwritten signature in black ink that reads "Patrick W. Turner". The signature is written in a cursive, flowing style.

Patrick W. Turner

PWT/nml
Enclosure
cc: All Parties of Record
783994

1 AT&T SOUTH CAROLINA
2 SURREBUTTAL TESTIMONY OF P.L. (SCOT) FERGUSON
3 BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
4 DOCKET NO. 2008-160-C
5 FEBRUARY 19, 2010
6
7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH AT&T
8 OPERATIONS, INC. ("AT&T"), AND YOUR BUSINESS ADDRESS.
9
10 A. My name is Scot Ferguson. I am an Associate Director in AT&T Operations'
11 Wholesale organization. As such, I am responsible for certain issues related to
12 wholesale policy, primarily related to the terms and conditions of interconnection
13 agreements throughout AT&T's operating regions, including South Carolina. My
14 business address is 675 West Peachtree Street, Atlanta, Georgia 30375.
15
16 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.
17
18 A. I graduated from the University of Georgia in 1973, with a Bachelor of
19 Journalism degree. My career spans more than 35 years with Southern Bell,
20 BellSouth Corporation, BellSouth Telecommunications, Inc., and AT&T. In
21 addition to my current assignment, I have held positions in sales and marketing,
22 customer system design, product management, training, public relations,
23 wholesale customer and regulatory support, and wholesale contract negotiations.

1 Q. DID YOU FILE TESTIMONY PREVIOUSLY IN THIS DOCKET?

2

3 A. No, but I am adopting the prefiled direct testimony of AT&T South Carolina's
4 witness Elizabeth Moreland ("AT&T South Carolina Direct Testimony"). On
5 August 1, 2008, Ms. Moreland filed 25 pages of direct testimony and two (2)
6 exhibits.

7

8 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

9

10 A. I have reviewed the rebuttal testimony filed in this docket on January 28, 2010, by
11 dPi Teleconnect's ("dPi's") witness, Mr. Tom O'Roark. My surrebuttal
12 testimony addresses various aspects of Mr. O'Roark's rebuttal testimony,
13 specifically with respect to policy positions at issue in this proceeding.

14

15 As stated in AT&T South Carolina's Direct Testimony, AT&T South Carolina's
16 counsel will present legal arguments supporting these positions in post-hearing
17 briefs and, if necessary, in oral argument.

18

19 Q. IN HIS REBUTTAL TESTIMONY, BEGINNING AT PAGE 2, MR. O'ROARK
20 CLAIMS THAT AT&T SOUTH CAROLINA IS GUILTY OF "MISSTATING
21 THE PROBLEM" WITH RESPECT TO WHETHER CASHBACK
22 PROMOTIONS ARE TELECOMMUNICATIONS SERVICES. PLEASE
23 RESPOND.

1 A. AT&T South Carolina disagrees with Mr. O'Roark and stands by its position that
2 dPi (or any other CLEC) is not entitled to credits for cashback requests prior to
3 July 2007.¹ Reasons supporting this position are addressed in AT&T South
4 Carolina's Direct Testimony, and AT&T South Carolina's post-hearing briefs will
5 address this issue in further detail. Additionally, even if the cashback portion of
6 promotional offering is subject to a resale obligation, AT&T South Carolina's
7 restriction on such resale was reasonable and non-discriminatory and, therefore,
8 permissible.

9
10 Q. DO YOU AGREE WITH MR. O' ROARK'S TESTIMONY, ON PAGE 7,
11 THAT "THERE IS SIMPLY NO WAY FOR dPi TO COMPETE WITH AT&T
12 WHEN AT&T'S EFFECTIVE RETAIL RATE IS SO MUCH LOWER THAN
13 THE WHOLESALE PRICE dPi IS CHARGED FOR THE SAME SERVICE?"

14
15 A. No. In other proceedings, Mr. O'Roark has acknowledged that "essentially every
16 single one of dPi's new customers is someone who was formerly a customer of
17 [AT&T] or another provider and who left after getting into trouble over their
18 phone bill." *See* Exhibit PLF-1. He has also testified that dPi serves a "prepaid
19 niche that's not served by [AT&T] and it's not served by . . . any postpaid
20 provider." *See* Exhibit PLF-2.

¹ As noted in AT&T South Carolina's Direct Testimony, pre-merger BellSouth did not make the cashback portions of promotional offerings available to resellers. Following the merger, AT&T South Carolina adopted pre-merger AT&T's practice and, since July 2007, has made the cashback portions of promotional offerings available to resellers.

1 Because it serves customers who typically cannot obtain service from these other
2 providers, dPi does not have to offer its customers lower (or even similar) prices
3 to win their business, and dPi charges its own customers in South Carolina many
4 times the wholesale price it pays AT&T South Carolina.

5

6 Q. BESIDES MR. O' ROARK'S PRIOR TESTIMONY, DO YOU HAVE ANY
7 OTHER BASIS FOR YOUR UNDERSTANDING OF DPI'S TYPICAL
8 CUSTOMER?

9

10 A. Yes. Exhibit PLF-3 is a copy of information from dPi's website² that makes it
11 clear that dPi targets its local exchange offerings to the prepaid market. The
12 website states that dPi is "one of the nation's premier providers of 'Pay As You
13 Go' prepaid local home phone service," and it states "No Credit Check, No
14 Deposit, No Contracts, No I.D. Required." In the Q&A section, it even says dPi
15 does not need a customer's "real name."

16

17 Q. WHY IS THE CUSTOMER BASE DPI SERVES IMPORTANT?

18

19 A. It shows that dPi does not have to compete with AT&T South Carolina on a
20 pricing basis, because dPi targets customers who have unpaid balances or credit
21 issues that typically prevent them from obtaining service from AT&T South
22 Carolina, or other ILECs.

² <http://www.dpiteleconnect.com/public/pphp.aspx>

1 Q. WHETHER IT HAS TO OR NOT, DOES DPI COMPETE WITH AT&T
2 SOUTH CAROLINA ON A PRICING BASIS?

3

4 A. No. This is clear from a comparison of AT&T South Carolina's prices for basic
5 local exchange service to dPi's prices for the same service.

6

7 AT&T South Carolina's retail price for residential basic local exchange service in
8 Columbia (Rate Group 7), for example, is \$16.14 (before taxes, fees, and
9 surcharges). *See* Exhibit PLF-4. AT&T South Carolina resells that basic local
10 exchange service to dPi for \$13.75 (the retail price less the 14.8 % resale discount
11 established by the Commission).

12

13 dPi, in turn, charges its customers nearly three times that amount -- \$39.99 (before
14 taxes, fees, and surcharges) -- for the same service.

15

16 Q. HOW DO YOU KNOW THIS?

17

18 A. Exhibit PLF-5 is more information from dPi's website, and it shows that dPi's
19 price for residential basic local exchange service in Columbia is \$39.99. Exhibit
20 PLF-6 is a "payment forecast" from dPi's website for residential basic local
21 exchange service in Columbia (zip code 29209). This exhibit shows that once
22 other dPi charges, taxes, and fees are taken into account, dPi's customers pay
23 \$53.76 for basic service in the first month; \$65.24 for basic service in the second

1 month, and \$55.24 for basic service each month thereafter. These figures
2 assume dPi's customers pay on time – if they are late, dPi's "prompt pay
3 discount" does not apply, and the customers' monthly price increases by \$10.00.
4

5 Q. WHAT ABOUT LIFELINE CUSTOMERS?

6
7 A. An AT&T South Carolina retail Lifeline customer receives a credit of \$13.50 on
8 each month's bill. *See* Exhibit PLF-7. An AT&T South Carolina retail Lifeline
9 customer in Columbia who purchases residential basic local exchange service, for
10 example, pays \$2.64 (before taxes, fees, and surcharges) for that service.³
11

12 dPi also provides a monthly \$13.50 Lifeline credit to its qualifying customers,
13 which means that a dPi Lifeline customer in Columbia who purchases residential
14 basic local exchange service (and who pays on time) pays \$16.49 (before taxes,
15 fees, and surcharges) for that service.⁴ If that customer does not pay on time,
16 dPi's \$10.00 "prompt pay discount" does not apply, and the dPi Lifeline customer
17 would pay \$26.49 (before taxes, fees, and surcharges) for that service.
18

19 Exhibit PLF-8 shows that once other dPi charges, taxes, and fees are taken into
20 account, dPi's Lifeline customers in Columbia pay nothing for basic service in the

³ This is the \$16.14 price of the service in Columbia less the \$13.50 Lifeline credit.

⁴ This is the \$39.99 price of the service in Columbia less the \$13.50 Lifeline credit less dPi's \$10.00 "prompt pay discount."

1 first month;⁵ \$43.22 for basic service in the second month, and \$33.22 for basic
2 service each month thereafter. These figures assume dPi's customers pay on time
3 – if they are late, dPi's "prompt pay discount" does not apply and the customers'
4 monthly price increases by \$10.00.

5
6 Q. HOW DOES THIS RELATE TO WEIGHING THE PRO-COMPETITIVE
7 EFFECTS OF THE PROMOTIONS AT ISSUE IN THIS DOCKET AGAINST
8 ANY ALLEGED ANTI-COMPETITIVE EFFECTS OF AT&T SOUTH
9 CAROLINA'S RESALE RESTRICTION?

10
11 A This shows that AT&T's South Carolina's decision not to provide dPi
12 promotional credits for the cashback portion of promotional offerings in the past
13 did not affect or impede dPi's ability to compete with AT&T South Carolina,
14 because dPi clearly is not competing against AT&T South Carolina on a price
15 basis.

16
17 Q. DO YOU AGREE WITH MR. O'ROARK'S CHARACTERIZATION (ON
18 PAGES 2-6 OF HIS DIRECT TESTIMONY) OF FEDERAL RESALE
19 REQUIREMENTS?

20

⁵ In the first month, the dPi Lifeline customer receives a \$30.00 Link Up America Credit. See Exhibit PLF-8. Qualifying AT&T South Carolina retail customers also receive the Link Up America Credit. See Exhibit PLF-9.

1 A. No. As neither of us is an attorney, however, I will not attempt to address his
2 contentions about federal resale law. Instead, I will defer to AT&T South
3 Carolina's attorneys to address the relevant law in briefs and arguments.
4

5 Q. AT PAGES 8-9 OF HIS REBUTTAL TESTIMONY, MR. O'ROARK
6 TESTIFIES THAT THE RELEVANT TIME LIMIT FOR THE CLAIMS AT
7 ISSUE IN THE CASE IS THE SIX-YEAR STATUTE OF LIMITATIONS, AND
8 THAT THESE CLAIMS ARE GOVERNED BY THE PARTIES' PRIOR
9 AGREEMENT INSTEAD OF THE CURRENT AGREEMENT. DOES THE
10 CURRENT INTERCONNECTION AGREEMENT BETWEEN AT&T SOUTH
11 CAROLINA AND DPI SAY ANYTHING ABOUT THIS?
12

13 A. Yes. The relevant portion of Section 30.1 of the General Terms and Conditions
14 portion of the current interconnection agreement states:
15

16 Any orders placed under prior agreements between the Parties shall be
17 governed by the terms of this Agreement and DPI acknowledges and
18 agrees that any and all amounts and obligations owed for services
19 provisioned or orders placed under prior agreements between the Parties,
20 related to the subject matter hereof, shall, as of the Effective Date, be due
21 and owing under this Agreement and be governed by the terms and
22 conditions of this Agreement as if such services or orders were
23 provisioned or placed under this Agreement.

1

2 This language appears in Exhibit EMM-2 to the AT&T South Carolina Direct
3 Testimony.

4

5 Q. DOES THE CURRENT INTERCONNECTION AGREEMENT IMPOSE ANY
6 TIME LIMITATIONS ON THE PARTIES REGARDING BILLING
7 DISPUTES?

8

9 A. Yes. As explained in AT&T South Carolina's Direct Testimony at pages 22-24,
10 in the current interconnection agreement, dPi agrees to submit billing dispute
11 within 12 months of an actual amount billed that is the subject of the dispute.⁶

12

13 Q. MR. O'ROARK DEVOTES MUCH OF HIS REBUTTAL TESTIMONY
14 (PAGES 11-14) TO PRESENTING HIS VIEWS OF THE PROCESS BY
15 WHICH DPI REQUESTS PROMOTIONAL CREDITS. DOES THAT
16 TESTIMONY HAVE ANYTHING TO DO WITH WHETHER DPI IS
17 ENTITLED TO THE PROMOTIONAL CREDITS IT SEEKS IN THIS
18 DOCKET?

19

20 A. No. In this docket, dPi is seeking a determination that it is owed a specific
21 amount of credit. The manner in which the companies exchange information and

⁶ See Exhibit EMM-2, Attachment 7, Section 2.2.

1 process credits has no bearing on whether dPi qualifies for the credits it seeks
2 (and it does not).

3

4 Moreover, the process Mr. O'Roark discusses has been in place for years in the
5 former BellSouth region, and it has not been the subject of any Commission
6 complaint filed by dPi or any other CLEC.

7

8 Finally, as the Commission is aware, the Change Management Process, or CMP,⁷
9 has been and remains available to CLECs who want to raise issues regarding
10 AT&T's wholesale systems and processes. That collaborative process is in place
11 to ensure that no individual CLEC has the opportunity to put its preferences ahead
12 of the needs of the CLEC community as a whole.

13

14 Q. MR. O'ROARK TESTIFIES ON PAGES 11-13 OF HIS REBUTTAL
15 TESTIMONY ABOUT THE PROCESS BY WHICH AT&T SOUTH
16 CAROLINA BILLED ITS RESELLERS. FURTHER, HE CONTRASTS THAT
17 PROCESS WITH THE MANNER IN WHICH HE CONTENDS THAT AT&T'S
18 RETAIL CUSTOMERS WERE BILLED. DO YOU AGREE WITH MR.
19 O'ROARK'S CONTENTIONS?

20

21 A. No. As described at pages 7-9 of AT&T South Carolina's Direct Testimony,
22 AT&T South Carolina sent a coupon to its retail customers whose service orders

1 qualified for the cashback promotions at issue in this proceeding. AT&T's retail
2 customers did not receive a "cashback" check unless they returned the completed
3 coupon to AT&T within the requisite time. Contrary to Mr. O'Roark's suggestion
4 at page 12 of his rebuttal testimony, there was no "automatic" cashback payment
5 to AT&T South Carolina's retail customers. Instead, AT&T South Carolina's
6 retail customers had to submit a coupon to receive any cashback amounts, like
7 CLECs have to submit a request to receive cashback promotional credits. Mr.
8 O'Roark is wrong when he characterizes AT&T South Carolina's practice of
9 requiring dPi (and other CLECs) to submit a valid credit request in order to
10 receive promotional credits as "overcharging."

11

12 Q. WHAT WAS THE REQUISITE TIME FOR AN AT&T SOUTH CAROLINA
13 CUSTOMER TO RETURN THE COMPLETED COUPON TO AT&T?

14

15 A. To receive a "cashback" check, an AT&T South Carolina customer had to return
16 the completed coupon within 90 days from receipt of the coupon from AT&T
17 South Carolina.⁸

18

19 Q. DOES THIS CONCLUDE YOUR SURREBUTTAL TESTIMONY?

20 A. Yes.

⁷ Prior to the BellSouth/AT&T merger, this process was known in the Southeast as the BellSouth Change Control Process, or CCP.

⁸ AT&T South Carolina referenced this process in its description of the three (3) promotions at issue in this proceeding beginning on pages 7-9 of the AT&T South Carolina Direct Testimony.

EXHIBIT

PLF-1

BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION

In the matter of:)	
)	
dPi Teleconnect, L.L.C. v.)	DOCKET NO. 21849-U
)	
BellSouth Telecommunications, Inc.)	

DIRECT TESTIMONY OF TOM O'ROARK

1 **Q. Please tell us who you are and give a little background about yourself.**

2 A. My name is Tom O'Roark. I serve as dPi's CFO and, for now, chief
3 executive officer. Since the departure of dPi's Brian Bolinger, dPi's former vice
4 president of legal and regulatory affairs, I am the one who has taken the lead in
5 dealing with disputes over promotion credits with AT&T. Prior to my involvement,
6 Brian Bolinger along with Steve Watson of Lost Key Telecom Inc. (which functions
7 as dPi's billing and collections agent for promotions) headed up this effort on behalf
8 of dPi, and thus had most of the detailed interaction with AT&T; I was simply kept
9 appraised of events as they developed by Brian and/or Steve.

10
11 **Q. Please give a little background on dPi Teleconnect and describe the history of**
12 **dPi Teleconnect's dispute with AT&T.**

13 A. dPi Teleconnect is a competitive telecommunications company authorized
14 to provide intrastate local exchange and interexchange telecommunications services
15 ██████████ dPi provides telecommunications services primarily to residential

1 At this point, (September/October 2004) BellSouth put together a team of
2 lawyers and retail and marketing managers to find see if there was a way to avoid
3 paying the promotions. *See* Seagle depo 40-56.

4 From September 2004 to April 2005, BellSouth was unable to satisfactorily
5 explain why it was refusing to pay these credits. On numerous occasions over this
6 period, BellSouth's Kristy Seagle and/or other employees promised that these
7 payments would be forthcoming. *See* dPi's Exhibit 5, copies of email
8 communications between the parties on this subject.

9 It appears that over the period of September 2004 to April 2005, BellSouth
10 seemed to be floating "test balloons" about possible reasons for not paying the
11 credits. For example, during the fall of 2004, it was suggesting that it might deny
12 dPi the credits requested because the orders submitted would not qualify because
13 they were not for "winover" or "reacquisition" customers. However, because
14 (unlike BellSouth) dPi sells primarily to the credit challenged customer, essentially
15 every single one of dPi's new customers is someone who was formerly a customer
16 of BellSouth or another provider and who left after getting into trouble over their
17 phone bill.

18 Another reason initially advanced for not issuing the credits was for the
19 supposed reason that the TouchStar Blocking Features dPi used to qualify for the
20 LCCW were really not "features." This reason was withdrawn (though it has now
21 reappeared in sister states) after dPi pointed out that the TouchStar Blocking
22 Features appear in the various state tariffs where they are listed with other features,

EXHIBIT

PLF-2

OFFICIAL COPY

1 PLACE: Dobbs Building, Raleigh, North Carolina

2 DATE: Thursday, November 12, 2009

3 DOCKET NO.: P-55, Sub 1744

4 TIME IN SESSION: 10:03 A.M. - 4:37 P.M.

5 BEFORE: Commissioner William T. Culpepper, III, Presiding
6 Chairman Edward S. Finley, Jr.
Commissioner Bryan E. Beatty

7
8 IN THE MATTER OF:

9 BellSouth Telecommunications, Inc.: Complaint of dPi
10 Teleconnect, LLC
11

12 A P P E A R A N C E S:

13 FOR AT&T NORTH CAROLINA:

14 Edward L. Rankin, III
15 Patrick W. Turner
AT&T North Carolina
16 P.O. Box 30188
Charlotte, North Carolina 28230
17

18 FOR THE USING AND CONSUMING PUBLIC:

19 Lucy Edmondson, Staff Attorney
20 Public Staff - North Carolina Utilities Commission
4326 Mail Service Center
21 Raleigh, North Carolina 27699-4326
22
23
24

1 COMMISSIONER CULPEPPER: How do you want to
2 identify the exhibits that were attached to that prefiled
3 testimony, Mr. Malish? Do you want to identify them as
4 O'Roark Hearing Exhibit No. 1, consisting of nine pages?

5 MR. MALISH: That would be acceptable.

6 COMMISSIONER CULPEPPER: All right. Well, then,
7 the exhibit will be so identified.

8 (Whereupon, O'Roark Hearing Exhibit No. 1 was
9 marked for identification.)

10 Now, I apologize for interrupting you, Mr.
11 O'Roark. You may proceed now.

12 A. Thank you. We're a small company. We compete in
13 an industry of giants. We compete against BellSouth,
14 multi-billion dollar company. They owe us \$156,000 for
15 cash backs. They gave those cash back promotions to their
16 customers, didn't give them to us.

17 In June of '07 when the Sanford ruling came out,
18 they started giving the cash backs to us and all the
19 CLECs, but they never went back and gave them for the
20 prior periods. We've applied to them to get those cash
21 backs for the private -- for the prior periods. They've
22 refused to give them, \$156,000 for North Carolina, about
23 465,000 total across all the BellSouth states. And
24 obviously what happens to North Carolina is going to

1 affect all of those.

2 They clearly have a contractual obligation if they
3 give a cash back to their customer, that they have to give
4 it to us. That's law not in dispute. Federal law says if
5 you give it to your customer and it has more than a 90-day
6 life, you have to give it to CLECs; it's not in dispute.
7 We're owed that money. We've asked them to give it to us.
8 They won't give it to us. We've come to the North
9 Carolina PUC asking North Carolina PUC for justice to
10 force this massive giant to do the right thing for our
11 small company and for our customers.

12 We service low-income customers. Seventy percent
13 of our customers are Lifeline customers, meaning they're
14 on some type of federal subsidized program. They're in
15 federal housing; they're receiving food stamps; they're
16 elderly; they're getting aid to dependent children, on
17 some federal program, and they are the working poor of
18 this country.

19 We are a prepaid provider, meaning that they can
20 pay as they go. They can come and pay cash. We have
21 nationwide about 6,000 payment locations where those
22 customers can come and make a payment. And most of our
23 customers don't have bank accounts and don't have credit
24 cards, don't have debit cards. They deal with us because

1 we are convenient for them in terms of making easy payment
2 available to them in terms of working with them to make it
3 easy and convenient for them to retain their phone service
4 and we work with them to help provide life management
5 skills, frankly, that they lack to remind them to make
6 payments.

7 We do an awful lot of account administration work
8 with them to remind them to make payments to try to keep
9 their phone service active and that type of thing. We
10 also allow them to come back if their phone service gets
11 interrupted because they have to make a decision between
12 diapers and phone service, we allow them to come back. We
13 don't require them to put up deposits; we don't charge
14 them penalties, that type of thing for leaving service,
15 coming back to service. We're very friendly to them in
16 that regard.

17 Those customers need us. And -- and we feel like
18 that we provide a valuable and needed service in our
19 prepaid niche that's not served by BellSouth and it's not
20 served by any prepaid -- any postpaid provider. So we
21 feel like to a certain extent that we're here representing
22 those customers.

23 The -- we do business with all of the major ILECs.
24 And in most cases when we deal with an ILEC, they offer a

EXHIBIT

PLF-3

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- ▶ Pay As You Go Long Distance
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Getting Connected Is Easier Than You Think

With over 6,000 agents nationwide, dPi processes thousands of new dial-tone activations per month. It's our dedication to understanding our customer's needs that has cemented our reputation as one of the nation's premier providers of Pay As You Go prepaid local home phone service.

- No Credit Check
- No Deposit
- No Contracts
- No I.D. Required

Packages Designed With You in Mind

dPi's Pay As You Go prepaid local home phone packages are designed to fit your needs without busting your budget.

Packages start as low as \$9.99 a week or \$29.99 a month!

Choose from the following plans:

Features:	Basic Package	Advantage Package	Premier Package
Unlimited Local Calls	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Call Waiting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Caller ID	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Call Return	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Call Forwarding	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3 Way Calling	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Packages not what you're looking for? Simply add any of the features above to a basic calling package to create your own personalized package. What are you waiting for? **Sign up today!**

Add Pay As You Go Prepaid Long Distance

dPi also offers domestic long distance packages with your dPi Local Home Phone service. Need international long distance, too? We can hook you up! **Learn more.**

Add Pay As You Go Prepaid Internet

Get connected without the commitment! With dPi Local Home Phone service, you can purchase Internet minutes via Pay As You Go access or get a monthly subscription. **Learn more.**

Learn about the dPi Prompt Payment Discount

Ready to Sign Up?

Got a Question?

Call 1-877 JOIN dPi

Email Your Question

Find a Reseller Near You

Get the facts before you buy -
Q&A with dPi:

Q. Will you ever ask for a deposit from me?

A. No. Absolutely not.

Q. Can I keep my existing phone number?

A. Yes.

Q. Do you need my real name to sign up for home phone service?

A. Absolutely not. All we need is your address.

Q. Can I add or delete phone features in the future?

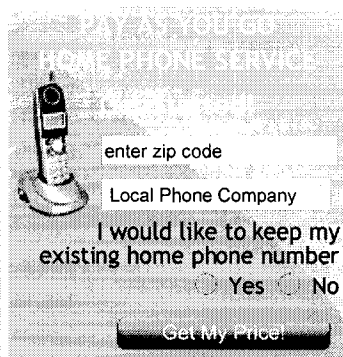
A. Yes, you can modify your plan each month if you wish.

Q. What if I move? Can I keep my phone number and service?

A. Yes, there is a \$20 fee to make a change or to transfer your service.

Q. What if I need a few extra days to pay my bill?

A. dPi gives our customers the choice of having grace days to make the next payment (first month free - \$5 thereafter). We allow customers to make a "promise to pay," either on the phone, or on our Website. We also allow our customers to "pay as they go" meaning they can pay by the day, week or month.



Every month, you can lower your bill by \$10 for the following month when you pay your full bill on or before the due date.



Q. If I haven't made the next month's payment, will you disconnect me without calling me first?

A. No. We will always contact you and try to work with you before disconnecting service.

Q. Why does the local phone company require my name and a deposit when dPi doesn't?

A. They don't need it. It's a matter of trust. The only reason they need it is so they can track you down or report bad credit on your account.

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EXHIBIT

PLF-4

TELECOMMUNICATIONS, INC.
SOUTH CAROLINA
ISSUED: October 17, 2008
BY: President - South Carolina
Columbia, South Carolina

GENERAL EXCHANGE PRICE LIST

Second Revised Page 1
Cancels First Revised Page 1

EFFECTIVE: November 1, 2008

A3. BASIC LOCAL EXCHANGE SERVICE**A3.1 General**

- A.** Basic local exchange service is comprised of exchange access lines defined as follows:
Exchange Access Line - The serving central office line equipment and all Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the customer.
- B.** Exchange access lines are subject to the nonrecurring charges specified in Section A4.
- C.** Rates for basic local exchange service are related to the total number of exchange access lines and PBX trunks in the local calling area.
- D.** Customers subscribing to a total of 1000 or more PBX trunks or Network Access Registers (NARs), aggregated on a statewide basis, will receive a ten percent discount on the monthly recurring rates for these services and on any billed local usage associated with these PBX trunks or NARs. Service furnished under the Sharing and Resale of Basic Local Exchange Service offering will be excluded. Customer accounts will be reviewed annually to determine eligibility for the discount.
- E.** Base Rate Areas, Zone Rate Areas and Exchange Service Areas for each exchange are identified on maps filed as a supplement to this Tariff.
- F.** Rate Group Definition

Group	Exchange Access Lines and PBX Trunks Upper Limits
1	7,000
2	15,000
3	28,500
4	50,000
5	78,000
6	125,000
7	Unlimited

A3.2 Statewide Rate Schedules**A3.2.1 Flat Rate Service**

- A.** Basic Flat Rate Service
- The following statewide schedule of rates is applicable to basic flat rate exchange access line service. The rates specified herein, with zone charges when applicable to service furnished outside the base rate area of an exchange, entitle subscribers to an unlimited number of messages to all exchange access lines bearing the designations of central offices within the serving exchange and basic service area additional exchanges listed in A3.4, Local Calling Areas.
 - Monthly Rates By Rate Group
 - Residence Individual Lines
 - Rate Groups 1 - 4

	Group				USOC	
	1	2	3	4	1FR	(1)
(a) Per line	\$13.30	\$13.78	\$14.25	\$14.72		
(2) Rate Groups 5 - 7						

	Group			USOC	
	5	6	7	1FR	(1)
(a) Per line	\$15.19	\$15.66	\$16.14		

EXHIBIT

PLF-5


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[Select Provider > Select Package > Select Services](#)

Please select additional features/services for your monthly plan.

* Click on the feature/service name to view a description

Quote	Call Features
Basic Unlimited Local Calling dPi Club Program First Month Rate: \$39.99 Upgrades The dPi Club Program (1st month free)	Total: \$39.99 <input type="checkbox"/> Call Forwarding * \$7.00 Call Forwarding allows you to transfer all of your calls to another telephone number. Call Forwarding must be activated from your home phone. Lift the handset and listen for dial tone. Press *72 in some areas you must dial 72# with touch tone. At the tone, dial the # calls are to be forwarded to. To deactivate Call Forwarding Press *73 or 73# and hang up. <input type="checkbox"/> Busy Redial * \$7.00 Busy redial automatically redials the last number you dialed. To Activate – Lift the headset and listen for dial tone and press *66. To cancel busy redial press *86. <input type="checkbox"/> Call Return * \$7.00 Call Return automatically returns the most recent incoming call, whether answered or not. Listen for the dial tone and press *69 to return the last call received. <input type="checkbox"/> Caller ID * \$11.00 Caller ID allows you to see the name and number of the person calling you. <input type="checkbox"/> 3 Way Calling * \$7.00 Three-way Calling allows you to add a third person to your conversation. To activate press and release the flash key (#) to place the first caller on hold, listen for three quick tones, followed by a dial tone. Dial the number you want to add to the conversation, when that person answers press the flash (#) key once and all three parties will be connected. <input type="checkbox"/> Call Waiting * \$7.00 To use call waiting you will hear a tone during the call. Press flash key to answer the other line and then press flash again to return to caller. <input type="checkbox"/> Call Trace * \$7.00 With Call Trace, you will be have to initiate an automatic trace of the last call received <input type="checkbox"/> Speed Dial * \$7.00 With Speed Dialing 8, you will have easy and immediate access to family, friends, emergency and other important numbers. <input type="checkbox"/> Call Block * \$7.00 With Call Block, you will have the ability to prevent incoming calls from up to six different telephone numbers.
Total Upgrades: \$0.00 Grand Total: \$39.99 (Excluding Taxes and Fees)	Special Offers <input type="checkbox"/> Grace Days/Extension (1st month free) * \$2.50 This plan allows the Customer 5 extra days after their due date each month to make a payment with no risk of being disconnected. <input checked="" type="checkbox"/> The dPi Club Program (1st month free) * \$3.00 Involuntary Unemployment Insurance: If you become involuntarily unemployed dPi TeleConnect will waive your monthly payments for up to 3 months subject to the provisions of the program (1-888-600-4436). Grocery Coupon Savings Book: Get valuable coupons on the products you buy every day. Use them at any grocery store and save over \$500 every year. Select from more than 1,000 brand name items. Debt and Credit Counseling Services: If you are currently living paycheck to paycheck or if credit cards bills are weighing you down? Then speak with one of our Credit Counselors and we will be happy to assist you (1-800-285-8546 ID Code: dPi). The dPi Club Program, Gold Package (1st month free) * \$5.00

Involuntary Unemployment Insurance:

If you become involuntarily unemployed dPi TeleConnect will waive your monthly payments for up to 3 months subject to the provisions of the program (1-888-600-4436).

Grocery Coupon Savings Book:

Get valuable coupons. Use them at any grocery store and save over \$500 every year.

Debt and Credit Counseling Services:

If you are currently living paycheck to paycheck or if credit cards bills are weighing you down? Then speak with one of our Credit Counselors and we will be happy to assist you (1-800-285-8546 ID Code: dPI).

Grace Days:

This allows a Customer 5 extra days after their due date each month to make a payment with no risk of being disconnected.

Internet

☐ **dPi Net *** **\$11.99**

dPi net Offers High Speed Dial Up Service with Free Email, Custom Web Page (up to 25MB), 24x7 Technical Support, No-Disc Easy Installation.

Listing

☐ **Non-Published Listing *** **\$7.00**

This allows for a phone number to be withheld from both the printed phone book as well as being accessible on 411.

Long Distance

☐ **Long Distance - 2,000 Anytime Minutes 877-260-2763 *** **\$13.00**

This is the best value DPI has ever offered. You can make long distance calls, anytime you want. 1-877-260-2763 Receive 2,000 Long Distance Anytime Minutes per month of Domestic Voice Use only.

☐ **Long Distance - 500 Anytime Minutes 877-260-2763 *** **\$10.00**

If you have average long distance calling habits each month, and you want a good price when you use it, this is for you. 1-877-260-2763

☐ **Long Distance - 200 Anytime Minutes 877-260-2763 *** **\$6.00**

If you have average long distance calling habits each month, but you want a good price when you use it, this is for you. 1-877-260-2763

☐ **Long Distance - 100 Anytime Minutes 877-260-2763 *** **\$3.50**

If you don't use a lot of long distance each month, but you want it cheap when you use it, this is for you. 1-877-260-2763

Internet

Lifeline Credit * **(\$13.50)**

LIFELINE CUSTOMERS - ONLY AVAILABLE TO THOSE CUSTOMERS WHO MEET THE REQUIRED LEGAL QUALIFICATIONS FOR LIFELINE AND CAN PROVIDE THE REQUIRED PROOF OF ELIGIBILITY. Legal documentation must be obtained and sent to dPi Corporate offices in order for a customer to be provisioned with this product.

Link Up America Credit * **(\$30.00)**

A government subsidized program that gives partial credit of the Service Activation charge to customers who qualify for the Lifeline Assistance Program.

Package

☐ **Call Feature Bonus Package *** **\$35.50**

This package includes Call Forwarding, Call Waiting, Caller ID, Call Return, 3-Way Calling and can make all the Local calls you want for one low price.

☐ **Call Feature Super Value *** **\$27.00**

This package includes Call Forwarding, Call Waiting, Caller ID and 3-Way calling.

☐ **Call Feature Saver *** **\$16.00**

This package includes Call Waiting and Caller ID.

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Call Us Toll-Free at: 1-877 JOIN DPI (564-6374)

[Select Provider > Select Package > Select Services > Order Summary](#)

Order Summary

ZipCode: 29209 Bell South

Package and Features Selected	Price	Month 2 Charges	Modify	Remove
Basic Service	\$39.99	\$39.99		
USOC Order Charge	\$1.69	\$1.69		
FCC Subscriber Line Fee	\$6.50	\$6.50		
Service Activation Charge	\$60.00			
Prompt Pay Discount				
Payment Deferral		\$6.33		
A.A.M. Fee	\$5.00	\$5.00		
Service Activation Charge		\$0.00		
Retention Credit		(\$6.00)		
Payment Deferral	(\$69.68)			
The dPi Club Program		\$3.00	Modify	Remove
Debt and Credit Counseling				
Grocery Coupon Savings Book				
Involuntary Unemployment Insurance				
Product Total	\$43.50	\$56.51		
Taxes				
Sales Tax	\$10.26	\$8.73		
Total Amount Due	\$53.76	\$65.24		

[View Payment Forecast](#)
[View Tax Details](#)

Product Name	Mo.7	Mo.6	Mo.6	Mo.6	Mo.6	Mo.6	Mo.7	Mo.6	Mo.6
Basic Service	39.99	39.99	39.99	39.99	39.99	39.99	39.99	39.99	39.99
USOC Order Charge	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69
FCC Subscriber Line Fee	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50
Service Activation Charge	60.00								
Prompt Pay Discount			-10.00	-10.00	-10.00	-10.00	-10.00	-10.00	-10.00
Payment Deferral		6.33	6.33	6.33	6.33	6.33	6.33	6.33	6.33
A.A.M. Fee	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Service Activation Charge		0.00	0.00	0.00	0.00				
Retention Credit		-6.00	-6.00	-6.00	-6.00	-6.00	-6.00	-6.00	-6.00
Payment Deferral	-69.68								
The dPi Club Program		3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Debt and Credit Counseling									
Grocery Coupon Savings Book									
Involuntary Unemployment Insurance									
Subtotal Product	43.50	56.51	46.51	46.51	46.51	46.51	46.51	46.51	46.51
Taxes, Fees and Surcharges	10.26	8.73	8.73	8.73	8.73	8.73	8.73	8.73	8.73
Total	53.76	65.24	55.24	55.24	55.24	55.24	55.24	55.24	55.24

Tax Details: Month 1

E911 Tax \$0.50
 FCC Regulatory Fee (Wireline) \$0.02
 Fed Universal Service Fund \$0.92
 Federal Excise Tax \$1.46
 License Tax \$0.47
 Sales Tax \$3.27
 State Universal Service Fund \$3.47
 Telecommunications Relay Service Surcharge \$0.15

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EXHIBIT

PLF-7

BELLSOUTH
TELECOMMUNICATIONS, INC.
SOUTH CAROLINA
ISSUED: December 21, 2006
BY: President - South Carolina
Columbia, South Carolina

GENERAL EXCHANGE PRICE LIST

Fourth Revised Page 48
Cancels Third Revised Page 48

EFFECTIVE: December 21, 2006

A3. BASIC LOCAL EXCHANGE SERVICE**A3.31 Lifeline****A3.31.1 Description of Service**

- A. The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996. Specific terms and conditions are as prescribed by the South Carolina Public Service Commission and are as set forth in this tariff.
- B. Lifeline is supported by the federal universal service support mechanism.
- C. Federal baseline support of eight dollars and twenty-five cents (\$8.25) is available for each Lifeline service and is passed through to the subscriber. An additional three dollars and fifty cents (\$3.50) credit is provided by the Company. Supplemental federal support of one dollar and seventy-five cents (\$1.75), matching one half of the Company contribution, will also be passed along to the Lifeline subscriber. The total Lifeline credit available to an eligible customer in South Carolina is thirteen dollars and fifty cents (\$13.50). The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.

A3.31.2 Regulations**A. General**

- 1. Customers eligible under the Lifeline program are also eligible for connection assistance under the Link-Up program.
- 2. One low income credit is available per household and is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low income assistance programs identified in B. following.
- 3. A Lifeline customer may subscribe to any local service offering available to other residence customers. Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to a multiple line package local service offering.
- 4. Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.
- 5. *No deposit **will be required of** a Lifeline customer who subscribes to toll blocking.* If a Lifeline customer removes toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month. (T)
- 6. Neither the Federal Universal Service Charge nor the South Carolina Intrastate Universal Service Surcharge will be billed to Lifeline customers.
- 7. A Lifeline subscriber's local service will not be disconnected for non-payment of regulated toll charges. Local service may be denied for non-payment of local calls in accordance with Section A2. Access to toll service may be denied for non-payment of regulated tolls. A Lifeline subscriber's request for reconnection of local service will not be denied if the service was previously denied for non-payment of toll charges.
- 8. The full Lifeline credit amount of thirteen dollars and fifty cents (\$13.50), representing federal plus state credits, will be passed through to resellers for their eligible end users unless the non-discounted local service rates and charges, as described in A3.31.1.C., is less than this credit amount, in which case, the amount of the credit for the resold line will be adjusted to equal the total of the non-discounted local service rates and charges.

B. Eligibility

- 1. To be eligible for a Lifeline credit, a customer must be a current recipient of any one of the following low income assistance programs.
 - a. Temporary Assistance to Needy Families (TANF), previously known as AFDC.
 - b. Food Stamps
 - c. Medicaid
- 2. All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.
- 3. Additionally, a customer with total net annual income that does not exceed one hundred twenty five percent (125%) of the federal poverty income guidelines may apply directly to the Office of Regulatory Staff (ORS) for Lifeline eligibility certification.

BELLSOUTH
TELECOMMUNICATIONS, INC.
SOUTH CAROLINA
ISSUED: July 19, 2006
BY: President - South Carolina
Columbia, South Carolina

GENERAL EXCHANGE PRICE LIST

Second Revised Page 49
Cancels First Revised Page 49

EFFECTIVE: August 2, 2006

A3. BASIC LOCAL EXCHANGE SERVICE**A3.31 Lifeline (Cont'd)****A3.31.2 Regulations (Cont'd)****C. Certification**

1. Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for service. The Lifeline credit will not be established until proof of eligibility has been received by the Company. If the customer requests installation prior to the Company's receipt of proof of eligibility, the requested service will be provided without the Lifeline credit. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.
2. The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.
3. When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation, the Lifeline credit will be discontinued.
4. Resellers providing Lifeline service from this tariff are responsible for determining proof of eligibility prior to requesting the service. As set forth in 47 C.F.R. § 54.417(a) and (b), a reseller must provide a certification, upon request, to BellSouth that it is complying with all FCC and applicable State requirements governing Lifeline/Link-Up programs, including certification and verification procedures. Resellers are required to retain the required documentation for three (3) years and be able to produce the documentation to the Commission or its Administrator to demonstrate that they are providing discounted services only to qualified low-income customers as outlined in B.1. and B.2. preceding. Disclosure requirements described in 2. preceding are applicable to resellers of Lifeline service.

A3.31.3 Rates and Charges**A. General**

1. Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.
2. Service Charges in Section A4. are applicable for installing or changing Lifeline service.
3. Link-Up connection assistance in Section A4. may be available for installing or relocating Lifeline service.
4. The Secondary Service Charge in Section A4. is not applicable when existing service is converted intact to Lifeline.

B. The total Lifeline credit consists of one federal credit plus one Company credit**1. Federal credit**

	Monthly Credit	USOC
(a) Temporary Assistance to Needy Families	\$10.00	ASGFA
(b) Food Stamps	10.00	ASGFC
(c) Medicaid	10.00	ASGS1
(d) ORS Certified (State Means Test)	10.00	ASGTC (N)

2. Company credit

(a) All programs, one per Lifeline service	3.50	CRA
--------------------------------------------	------	-----

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[Select Provider > Select Package > Select Services > Order Summary](#)

Order Summary

ZipCode: 29209 Bell South

Package and Features Selected	Price	Month 2 Charges	Modify	Remove
Basic Service	\$39.99	\$39.99		
Retention Credit		(\$6.00)		
USOC Order Charge	\$1.69	\$1.69		
FCC Subscriber Line Fee	\$6.50	\$6.50		
Service Activation Charge	\$60.00			
Prompt Pay Discount				
Payment Deferral		\$6.33		
A.A.M. Fee	\$5.00	\$5.00		
Service Activation Charge		\$0.00		
Payment Deferral	(\$69.68)			
The dPi Club Program		\$3.00	Modify	Remove
Debt and Credit Counseling				
Grocery Coupon Savings Book				
Involuntary Unemployment Insurance				
Lifeline Credit	(\$13.50)	(\$13.50)	Modify	Remove
Link Up America Credit	(\$30.00)		Modify	Remove
Product Total	\$0.00	\$43.01		

Taxes		
Sales Tax	\$0.00	\$0.21
Total Amount Due	\$0.00	\$43.22

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[View Tax Details](#)

Product Name	Mo.1	Mo.2	Mo.3	Mo.4	Mo.5	Mo.6	Mo.7	Mo.8	Mo.9
Basic Service	39.99	39.99	39.99	39.99	39.99	39.99	39.99	39.99	39.99
Retention Credit		-6.00	-6.00	-6.00	-6.00	-6.00	-6.00	-6.00	-6.00
USOC Order Charge	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69
FCC Subscriber Line Fee	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50
Service Activation Charge	60.00								
Prompt Pay Discount			-10.00	-10.00	-10.00	-10.00	-10.00	-10.00	-10.00
Payment Deferral		6.33	6.33	6.33	6.33	6.33	6.33	6.33	6.33
A.A.M. Fee	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Service Activation Charge		0.00	0.00	0.00	0.00				
Payment Deferral	-69.68								
The dPi Club Program		3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Debt and Credit Counseling									
Grocery Coupon Savings Book									
Involuntary Unemployment Insurance									
Lifeline Credit	-13.50	-13.50	-13.50	-13.50	-13.50	-13.50	-13.50	-13.50	-13.50
Link Up America Credit	-30.00								
Subtotal Product	0.00	43.01	33.01	33.01	33.01	33.01	33.01	33.01	33.01
Taxes, Fees and Surcharges	0	0.21	0.21	0.21	0.21	0.21	0.21	0.21	0.21
Total	0.00	43.22	33.22	33.22	33.22	33.22	33.22	33.22	33.22

Tax Details: Month 1

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EXHIBIT

PLF-9

BELLSOUTH
TELECOMMUNICATIONS, INC.
SOUTH CAROLINA
ISSUED: November 29, 2006
BY: President - South Carolina
Columbia, South Carolina

GENERAL EXCHANGE PRICE LIST

Third Revised Page 6
Cancels Second Revised Page 6

EFFECTIVE: December 13, 2006

A4. SERVICE CHARGES**A4.7 Link-Up****A4.7.1 General**

- A. Link-Up is a program designed to increase the availability of telecommunications services to low income subscribers by providing a credit to the non-recurring installation and service charges to qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996. Specific terms and conditions are as prescribed by the South Carolina Public Service Commission and are as set forth in this tariff.
- B. Link-Up is supported by the federal universal service support mechanism.
- C. A federal credit amount of fifty percent (50%) of the non-recurring charges for connection of service, up to a maximum of thirty dollars (\$30.00), is available to be passed through to the subscriber.
- D. In compliance with the FCC's Order, FCC 05-178, dated October 14, 2005, support under the federal Link-Up program will be provided to victims of Hurricane Katrina moving to temporary housing arrangements and to those who return to permanent residences in the affected areas. A federal credit in the amount of thirty dollars (\$30.00) per qualifying household will be available to subscribers upon request and certification of FEMA eligibility. Eligibility for this credit is based on the eligibility criteria used by FEMA to provide individual disaster housing assistance. A maximum of two federal credits (one for the temporary location and one for a return to the permanent location) will be available to qualified subscribers. These credits will be available for customer orders from October 14, 2005 to March 1, 2007.

A4.7.2 Regulations**A. General**

1. Customers eligible under Link-Up are also eligible for monthly recurring assistance under the Lifeline program.
2. Link-Up connection assistance is available per household and is applicable to the primary residential connection only.
3. The Link-Up credit is available each time the customer installs or relocates the primary residential service.
4. To receive the credit, proof of eligibility must be provided prior to installation of service.
5. The total tariffed charges for connecting service, including service and other installation charges, are considered in the credit calculation.
6. The non-discounted federal credit amount will be passed along to resellers ordering local service at the prescribed resale discount from this Tariff, for their eligible end users. Eligible carriers, as defined by the FCC, are required to establish their own Link-Up programs.

B. Eligibility

1. To be eligible for a Link-Up credit, the named subscriber must be a current recipient of any of the following low income assistance programs.
 - a. Temporary Assistance to Needy Families (TANF), previously known as AFDC
 - b. Food Stamps
 - c. Medicaid
2. All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.
3. Additionally, a customer with total *net* annual income that does not exceed one hundred twenty five percent (125%) of the federal poverty income guidelines may apply directly to the Office of Regulatory Staff (ORS) for Link-Up eligibility certification. (C)

C. Certification

1. Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for service. The Link-Up credit will not be established until proof of eligibility has been received by the Company. If the customer requests installation without proof of eligibility, the requested service will be provided without the Link-Up credit.
2. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Link-Up plan.
3. Resellers providing Link-Up service from this Tariff are responsible for determining proof of eligibility prior to requesting the service. As set forth in 47 C.F.R. § 417(a) and (b), a reseller must provide a certification, upon request, to BellSouth that it is complying with all FCC and applicable State requirements governing Lifeline/Link-Up programs, including certification and verification procedures. Resellers are required to retain the required documentation for three (3) years and be able to produce the documentation to the Commission or its Administrator to demonstrate that they are providing discounted services only to qualified low-income customers as outlined in B.1. and B.2. preceding. Disclosure requirements described in 2. preceding are applicable to resellers of Link-Up service.

BELLSOUTH
TELECOMMUNICATIONS, INC.
SOUTH CAROLINA
ISSUED: November 2, 2005
BY: President - South Carolina
Columbia, South Carolina

GENERAL EXCHANGE PRICE LIST

First Revised Page 6.1
Cancels Original Page 6.1

EFFECTIVE: November 16, 2005

A4. SERVICE CHARGES

A4.7 Link-Up (Cont'd) (M)

A4.7.3 Rates and Charges (M)

- A. The federal credit available for a Link-Up connection is thirty dollars (\$30.00) maximum or fifty percent (50%) of the installation and service charges from this Tariff, whichever is less. (M)

A4.8 Reserved for Future Use

A4.9 Reserved for Future Use

A4.10 Reserved for Future Use

A4.11 Reserved for Future Use

Material appearing on this page previously appeared on page(s) 6 of this section.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) CERTIFICATE OF SERVICE

The undersigned, Nyla M. Laney, hereby certifies that she is employed by the Legal Department for BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina (“AT&T”) and that she has caused the Surrebuttal Testimony of P.L. (Scot) Ferguson in Docket No. 2008-160-C to be served upon the following on February 19, 2010.

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Attorney
Office of Regulatory Staff
1441 Main Street, Suite 300
Columbia, South Carolina 29201
(Office of Regulatory Staff)
(Electronic Mail)

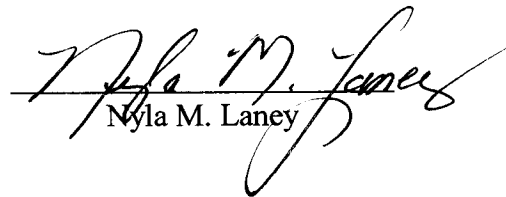
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Nyla M. Laney

DM5 #709797